

**AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES BETWEEN THE CITY OF UPLAND AND LIBRARY  
SYSTEMS & SERVICES, LLC**

This Amendment No. 2 to the Agreement for Professional Consultant Services (“Amendment No. 1”) is made this 9<sup>th</sup> day of August, 2021, by and between the City of Upland, a California municipal corporation (“City”), and Library Systems & Services, LLC, a Maryland limited liability company (“Consultant”).

**RECITALS**

- A. On April 8, 2019, City and Consultant entered into that certain Agreement for Professional Consultant Services (“Agreement”), wherein Consultant agreed to administer the operations of City’s library facilities; and
- B. The impacts of COVID-19 have affected library closures, which reduced the City’s revenue and financial projections; and
- C. City and Consultant negotiated an adjustment to the Agreement’s Operations Budget by reducing library programs and service hours; and
- D. City and Consultant entered into Amendment No. 1 to the Agreement for the purpose of adjusting the Operations Payments for the months of April, May, and June 2020 and the Operations Budget for Fiscal Year 2020-21; and
- E. City and Consultant now desire to amend the Agreement in order to return to full service, adjust the Operations Payments for the months of August, September, and October 2021 and to adjust the Operations Budget for Fiscal Year 2021-22, as provided herein; and
- F. City and Consultant recognize that further amendments may be required in the future due to potentially declining City revenue.

**AMENDMENT**

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises set forth herein, the parties agree to amend the Agreement as follows:

Section 1. Exhibit B (“Payment Rates and Schedule”) of the Agreement is amended as shown in Amended Exhibit B, which is attached hereto and hereby incorporated by these references as though set forth in full.

Section 2. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

Section 3. Except as expressly amended by this Agreement, all other terms and provisions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO  
AMENDMENT NO. 2 TO THE AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 2 as of the date above written.

**CITY OF UPLAND**

**LIBRARY SYSTEMS & SERVICES,  
LLC**



Stephen Parker, Acting City Manager



Todd Frager, Chief Executive Officer,  
LS&S

Attest:



Keri Johnson, City Clerk



Cullen Donohoe, Chief Financial Officer,  
LS&S

Approved As to Form:



Stephen Deutsch, City Attorney

**AMENDED EXHIBIT B  
PAYMENT RATES AND SCHEDULE**

Period	Charges ("Operating Budget")			Minimum Library Materials*
	Yearly	Min Wage**	Monthly	
August 1, 2019 - July 31, 2020		\$7,733	\$103,518	\$142,717
April 1 - 30, 2020			\$77,638.50	\$169,711
May 1 - 31, 2020			\$51,759	
June 1 - 30, 2020			\$51,759	
July 1 - 31, 2020			\$77,267	
August 1, 2020 - July 31, 2021***	\$950,341	\$27,198	\$81,461	\$120,572
August 1, 2021 - October 31, 2021****	\$295,357	\$10,434	\$101,930	\$41,393
November 1, 2021 - July 31, 2022	\$972,731	\$38,799	\$112,392	\$124,179
August 1, 2022 - July 31, 2023	\$1,329,399	\$62,144	\$115,962	\$165,572
August 1, 2023 - July 31, 2024	\$1,362,634	\$62,144	\$118,731	\$165,572

\*Total cost of Library Materials is not included in the Operating Budget and shall include the Materials Handling Fee. Funding for the Books and Materials will be determined by the City annually. The above amounts reflect the minimum that Consultant recommends the City budget for Books and Materials.

\*\*Minimum wage assumes CA state laws that include a minimum wage of \$13 on Jan 1, 2020; \$14 on Jan 1, 2021; and \$15 on Jan 1, 2022. Any increases in the minimum wage mandated by federal, state or local governments following the Effective Date are not included in the above compensation schedule and City will be responsible for reimbursing Consultant for such increases.

\*\*\*Period includes reductions of:

- a. Library Program Offerings: Est. 50% reduction in programs offered (20/month)
- b. Open Hours = 12 (23% Cut), or 40 Open Hours/Week
  - i. Reduce to single shift/day
  - ii. Proposed reduction figure based on the following open hours schedule

Sunday, Monday	Closed
Tuesday	10 a.m. – 6 p.m.
Wednesday, Thursday	12 p.m. – 8 p.m.
Friday, Saturday	10 a.m. – 6 p.m.

\*\*\*\*Period includes an increase from Amendment No. 1:

- a. Library Program Offerings: Est. only 20% reduction in programs offered, +12/month (32/month)
  - i. Including adding workforce development programming that addresses real skills employers look for and have difficulty finding in today's workforce. Programs and services the Consultant will offer upon restoration include but

not limited to interview preparation, public speaking practice, skill building with Excel and MS word, and resume workshops.

- ii. While also allowing the library to bring back popular programs such as, Wonderful Ones Baby and Toddler story time and driver's license test preparation classes.
- b. Open Hours = +8 (8% cut or 4 hours still to be restored), or 48 Open Hours/Week
  - i. Reduce to single shift/day
  - ii. Proposed reduction figure based on the following open hours schedule

Sunday	Closed
Monday - Saturday	10 a.m. – 6 p.m.

From August to October the Consultant will provide data analytics around programs and program attendance (including workforce development), physical circulation and new library card registrations to the customer.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

Prior to three (3) months before the end of the last Period to which the amount of Charges have been agreed upon, the parties shall begin to negotiate in good faith the amount of Charges that will apply to the next Period, if the Agreement is to be extended. If the parties have not reached such agreement thirty (30) days before the end of such period, then the new charge for any agreed upon extension period shall be equal to the Charge for the last month of such Period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus the percentage increase in the Employment Cost Index (ECI) in the immediately preceding twelve (12) month for the census region of the country in which the Library is located, or 2.5%, whichever is greater.